

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM300415

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INSUREON HOLDINGS, LLC		04/02/2014	LIMITED LIABILITY COMPANY: DELAWARE
BIN INSURANCE HOLDINGS, LLC		04/02/2014	LIMITED LIABILITY COMPANY: DELAWARE
BIN IP HOLDINGS, LLC		04/02/2014	LIMITED LIABILITY COMPANY: DELAWARE
INSURANCENOODLE, LLC		04/02/2014	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	WEBSTER BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	80 Elm Street
<b>City:</b>	New Haven
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06510
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION: UNITED STATES

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4142949	INSUREON
Registration Number:	2364402	TECHINSURANCE
Registration Number:	3634568	TECHFINANCIAL
Registration Number:	4195689	IN INSURANCE NOODLE
Registration Number:	4214947	IN
Registration Number:	2469821	INSURANCENOODLE

## CORRESPONDENCE DATA

Fax Number: 3059615812

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 3055790812

Email: mrv@gtlaw.com

Correspondent Name: Greenberg Traurig Attn: Manuel Valcarcel

Address Line 1: 333 S.E. 2nd Avenue

Address Line 4: Miami, FLORIDA 33131

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	127185.011200
<b>NAME OF SUBMITTER:</b>	Manuel Valcarcel, Esq.
<b>SIGNATURE:</b>	/Manuel Valcarcel/
<b>DATE SIGNED:</b>	04/04/2014

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 2nd day of April, 2014, among INSUREON HOLDINGS, LLC, a Delaware limited liability company ("Insureon"), BIN INSURANCE HOLDINGS, LLC, a Delaware limited liability company ("Bin"), BIN IP HOLDINGS, LLC, a Delaware limited liability company ("Bin IP"), INSURANCENOODLE, LLC, a Delaware limited liability company ("Noodle") (collectively, jointly and severally, "Grantors," and each individually "Grantor"), and WEBSTER BANK, NATIONAL ASSOCIATION, a national banking association (the "Lender").

### RECITALS:

WHEREAS, pursuant to the terms of that certain Credit and Security Agreement, dated as of March 28, 2014, among Insureon, Bin, Bin IP, and Lender, as supplemented by a certain Joinder Agreement of even date herewith, pursuant to which Noodle joined as a "Borrower" under the Credit and Security Agreement and the other Loan Documents (subject to the terms of the Joinder Agreement) (the "Credit Agreement"), the Lender has agreed to make certain financial accommodations available to the Grantors pursuant to the terms and conditions thereof;

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement;

WHEREAS, pursuant to the terms of the Credit Agreement, Grantors have granted to the Lender a security interest in, inter alia, the Trademarks, and have agreed to, inter alia, execute, file and refile such other documents, in such offices, as Lender may reasonably deem necessary or appropriate, wherever required or permitted by law, in order to perfect and preserve the rights and interests granted to Lender in the Trademarks;

WHEREAS, in connection therewith, the Grantors wish to execute and file this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. Incorporation. The Recitals set forth at the beginning of this Trademark Security Agreement and any schedules and exhibits attached hereto are hereby incorporated in and made a part of this Trademark Security Agreement by this reference.

2. Grant of Security Interest in Trademark Collateral. The Grantors hereby reconfirm the terms of the Credit Agreement. In addition to and not in limitation of the terms of the Credit Agreement, each Grantor further hereby grants to Lender a continuing security

interest in and lien on all of such Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(i) all of such Grantor's Trademarks, which includes all trademarks (including service marks), Federal and state trademark registrations and applications made by the Borrower, common law trademarks and trade names owned by or assigned to such Grantor, all registrations and applications for the foregoing and all of Grantor's rights and interests under exclusive and nonexclusive licenses to such Grantor from third parties of the right to use trademarks of such third parties, including, without limitation, the registrations, applications, unregistered trademarks, service marks and licenses listed on Schedule I hereto, along with any and all (a) renewals, reissues, continuations or extensions of the foregoing, (b) products and proceeds thereof, (c) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, (d) rights to sue for past, present and future infringements thereof or injury to the goodwill of the business associated therewith, and (e) foreign trademarks, trademark registrations, and trade name applications for any thereof and any other rights corresponding thereto throughout the world; and

(ii) the entire goodwill of business of each Grantor associated with the use of said Grantor's Trademarks.

3. Security for Obligations. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency event involving any Grantor.

4. Credit Agreement. This Trademark Security Agreement has been entered into in connection with the Credit Agreement, and the Grantors and the Lender hereby acknowledge and agree that the grant of security interest hereunder to Lender, and the rights and remedies of Lender with respect to the Trademark Collateral, are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference. In the event of any conflict between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new trademark registration or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in

any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy or email shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement, provided, however, that the parties thereafter shall promptly deliver original signature pages one to the others (although any failure or delay in the delivery of an original signature shall not vitiate or impair the legally binding effect of a telecopy or email signature).

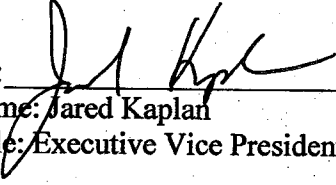
7. Recordation. The Grantors authorize and request that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Trademark Security Agreement. Upon the termination of the Credit Agreement in accordance with its terms, the Lender shall, at no cost to Lender, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien and security interest in the Trademark Collateral granted thereunder and under this Trademark Security Agreement, which instrument shall be prepared by Grantors.

8. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with the laws of the State of Connecticut.

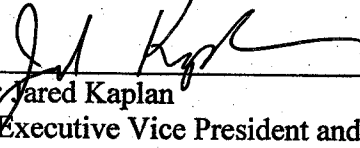
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

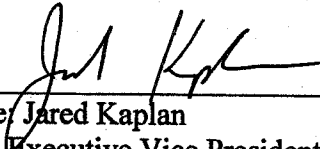
INSUREON HOLDINGS, LLC

By:   
Name: Jared Kaplan  
Title: Executive Vice President and CFO

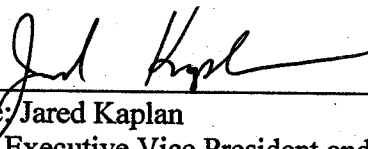
BIN INSURANCE HOLDINGS, LLC

By:   
Name: Jared Kaplan  
Title: Executive Vice President and CFO

BIN IP HOLDINGS, LLC

By:   
Name: Jared Kaplan  
Title: Executive Vice President and CFO

INSURANCENOODLE, LLC

By:   
Name: Jared Kaplan  
Title: Executive Vice President and CFO

[Signature page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

WEBSTER BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Peter Hicks", written over a horizontal line.

Name: Peter Hicks

Title: Vice President

[Signature page to Trademark Security Agreement]

## Schedule I

### **Trademarks**

#### **1) As to Bin:**

a. Trademark for Insureon registered with the U.S. Patent and Trademark Office, filed on October 23, 2008, Reg. No. 4,142,949, Registered on May 15, 2012, Int. Cl.: 36. Originally filed by Techinsurance Group, LLC, a Texas limited liability company ("TIG"), assigned to Bin and recorded on January 4, 2013.

b. Trademark for Techinsurance registered with the U.S. Patent and Trademark Office, Registration No. 2,364,402, Registered on July 4, 2000, OG Date of September 19, 2006. Originally filed by James Cochran, assigned to TIG and recorded on November 10, 2009 and subsequently on November 16, 2009 because the original assignment on November 10, 2009 contained a typo. Subsequently assigned to Bin and recorded on January 4, 2013.

c. Trademark for Techfinancial registered with the U.S. Patent and Trademark Office, filed on October 22, 2008, Reg. No. 3,634,568, Registered on June 9, 2009. Originally filed by TIG, assigned to Bin and recorded on January 4, 2013.

#### **2) As to Noodle:**

a. Trademark for IN Insurance Noodle, filed on May 26, 2011, Reg. Number 4195689, Registered on August 21, 2012, Int. Cl.: 36;

b. Trademark for IN, filed on May 26, 2011, Reg. Number 4214947, Registered on September 25, 2012, Int. Cl.: 36; and

c. Trademark for InsuranceNoodle, filed on August 8, 2000, Reg. Number 2469821, Registered on July 17, 2001, Int. Cl.: 36.